

SECURITY REQUIREMENTS - CREI

- (a) This Article applies to the extent that this Contract involves access to information classified "Confidential," "Secret," or "Top Secret."
- (b) JPL will notify the Contractor of the security classification of this Contract and the elements thereof, and of any subsequent revisions in such security classification, by the use of a Contract Security Classification Specification (DD Form 254), or other written notification.
- (c) The Contractor shall comply with (i) the Security Agreement (DD Form 441), including the Department of Defense National Industrial Security Program Operating Manual (DOD 5220.22-M), and (ii) any revisions to that manual, notice of which has been furnished to the Contractor.
- (d) If, subsequent to the date of this Contract, the security classification or security requirements under this Contract are changed by the Government or by JPL and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this Contract, the Contract shall be subject to an equitable adjustment as if the changes were directed under the "Changes" Article of this Contract.
- (e) The Contractor agrees to insert terms that conform substantially to the language of this Article, including this paragraph (e) but excluding any reference to the "Changes" Article of this Contract, in all subcontracts under this Contract that involve access to classified information.
- (f) If a change in security requirements, as provided in paragraphs (c) and (d), results (i) in a change in the security classification of this Contract or any of its elements from an unclassified status or a lower classification to a higher classification, or (ii) in more restrictive area controls than previously required, the Contractor shall exert every reasonable effort compatible with the Contractor's established policies to continue the performance of work under the Contract in compliance with the change in security classification or requirements. If, despite reasonable efforts, the Contractor determines that the continuation of work under this Contract is not practicable because of the change in security classification or requirements, the Contractor shall notify JPL in writing. Until resolution of the problem is made by JPL, the Contractor shall continue safeguarding all classified material as required by this Contract.
- (g) After receiving the written notification, JPL shall explore the circumstances surrounding the proposed change in security classification or requirements, and shall endeavor to work out a mutually satisfactory method whereby the Contractor can continue performance of the work under this Contract.
- (h) If, 15 days after receipt by JPL of the notification of the Contractor's stated inability to proceed, (i) the application to this Contract of the change in security classification or requirements has not been withdrawn or (ii) a mutually satisfactory method for continuing performance of work under this Contract has not been agreed upon, the Contractor may request JPL to terminate the Contract in whole or in part. JPL shall terminate the Contract in whole or in part, as may be appropriate, and the termination shall be deemed a termination under the terms of the "Termination for Convenience" Article.